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PUBLIC EMPLOYMENT
RELATIONS BOARD

2006-2009 Master Contract

Between the
Communications
Workers of America
and the
Mississippi Bend Area
Education Agency

(Revised 5/19/06)

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ARTICLE 1
PREAMBLE

- 1.01 This Agreement is made and entered into by and between the Board of Directors of the Mississippi Bend Area Education Agency (AEA), hereinafter referred to as "Board" and the Communications Workers of America, hereinafter referred to as "Union".

ARTICLE 2
RECOGNITION

- 2.01 The Board recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time clerical, secretarial, production and maintenance employees of the Board excluding administrators, professional employees, supervisors, confidential employees and all employees excluded by Section 4 of Chapter 20 of the Code of Iowa.

ARTICLE 3
DEFINITIONS

- 3.01 The following definitions shall apply in the interpretation of this Agreement:
- (a) "Board": Board of Directors of Mississippi Bend Area Education Agency (AEA)
 - (b) "Employee": A person employed by the Board and recognized by this Agreement to be within the bargaining unit as defined in Article II. For the purposes of leave policies and fringe benefits, employee shall mean an individual who is hired by the Agency to perform work and has actually performed work on behalf of the Agency.
 - (c) "Full-time Employee": An employee hired to perform services and normally performing services on behalf of the Board at least thirty-two (32) hours per week for normally either a ten (10) or twelve (12) month period.
 - (d) "Part-time Employee": An employee hired to perform services and normally performing services on behalf of the Board of less than thirty-two (32) hours per week.
 - (e) "Temporary Employee": An employee hired on a temporary basis for a specific period of time not to exceed 120 calendar days in any 12-month period. Temporary employees shall not be entitled to fringe benefits or leaves of absence established herein.
 - (f) "Probationary Employee": An employee who has not completed ninety (90) calendar days of work from the most recent date of hire.
 - (g) "Administrator": The Chief Administrator of the Mississippi Bend Area Education Agency designated by the Board.
 - (h) "AEA": The Mississippi Bend Area Education Agency (AEA).
 - (i) "Work Year": Shall mean July 1 to June 30, and each succeeding year thereafter.

ARTICLE 4
BOARD FUNCTIONS

- 4.01 The parties hereby agree that the Board, on its own behalf and on behalf of its electors, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Iowa and of the United States.
- 4.02 It is also expressly recognized and agreed by the parties that the Board has and will continue to retain the rights and responsibilities to operate and manage the AEA and its programs, facilities, properties and the work activities of its employees. Included in these rights and responsibilities, but not limited thereto, are:
- (a) The right to enforce the policies, rules and regulations now in effect, and from time to time modify or establish new policies, rules and regulations.
 - (b) The right to direct all of its employees, including the right to hire, promote, suspend, demote, discharge, discipline, lay off or transfer employees.
 - (c) The right to create, combine, modify or eliminate any position or department as deemed necessary by the Board.
 - (d) The right to determine the size or composition of the working force, the allocation and assignment of duties to employees, the determination of the work to be performed by the work force, the determination of policies affecting selection of employees, the establishment of standards and evaluation of employee performance, and the determination of the competence and qualification of the employee.
 - (e) The right to introduce new or improved operations, departments or work practices and to terminate or modify existing operations, departments or work practices.
 - (f) The right to determine processes, techniques, methods and means of teaching, providing services; the subject to be taught; and services to be provided.
 - (g) The right to determine and take necessary actions in situations of emergency.
 - (h) The right to utilize temporary, provisional part-time or substitute employees when deemed necessary.
 - (i) The right to make and alter policies, rules and regulations concerning the conduct of its business and of its employees.
 - (j) The right to subcontract or contract out work when deemed necessary.
 - (k) The right to determine the location of its activities and facilities; including the right to establish new facilities and/or to close old facilities.
- 4.03 The parties further agree that the Board shall have the rights accorded to the Board by Section 7 of the Iowa Public Employment Relations Act.
- 4.04 Rules, regulations and policies of the AEA may be hereinafter adopted by the Board on matters in accordance with the law not specifically covered by this written Agreement.

ARTICLE 5
NO STRIKE – NO LOCKOUT

- 5.01 The parties hereby acknowledge and recognize that it is illegal and contrary to public policy as outlined in Chapter 20 of the Iowa Code for any public employee or any employee organization to encourage or participate in a strike against any public employer, wherefore the parties agree that:
- (a) The Board shall not lock out its employees, and
 - (b) No employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall ever or at any time engage in, encourage, authorize, or instigate any picketing, any recognition of any picket line at any of the AEA's premises, any strike, slowdown, or other refusal to render full, proper and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the AEA.
- 5.02 In the event of any violation or violations of any provision of Section 1 (b) of this Article by the Union, its members or representatives or by any employee:
- (a) Any violating employee shall be subject to immediate discipline or discharge as determined appropriate at the sole and unilateral discretion of the Board,
 - (b) The Union shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).
- 5.03 The foregoing is in addition to any other rights and remedies provided by law.

ARTICLE 6
EQUAL OPPORTUNITY

- 6.01 The Employer and Union agree to cooperate fully to assure that there will be no unlawful discrimination against any employee or person seeking employment because of race, color, creed, gender, marital status, sexual orientation, national origin, religion, age or disability.

ARTICLE 7
WAGES

- 7.01 Hourly Pay Grade: Pay scales are listed in Appendix B
- 7.02 Hourly Pay Grade Placement of New Employee Hires: Effective July 1, 2006, maximum wage credit for relevant experience shall be 1 year. A new hire with maximum wage credit may be placed on step 2 of the wage scale.

- 7.03 After the wage scales are shorted to 5 steps, no wage credit shall be given. When it is necessary to give wage credit to a new employee and there is an existing employee with equivalent experience below step three on the pay scale, the existing employee will be given comparable wage credit, not to exceed step three.
- 7.04 Salary Placement – Transfer/Promotions: Any employee who is transferred and/or promoted to a different job by this Agreement shall have their hourly wage rate established in accord with the following:
- (a) Any employee who voluntarily transfer to a job in a lower pay scale shall have his/her salary adjusted in the following manner: The employee shall be placed on the lower pay scale at the step closest to the employee's current salary. Such placement may result in a slight increase, decrease or the same salary the employee was earning prior to the transfer.
 - (b) When a job title is eliminated or employees are transferred as a result of a reduction, such transfers are considered involuntary. An employee involuntarily transferred shall be placed on the new pay scale at the step equal to the employee's current salary. If there is no equal step the employee shall be placed on the closest step above the employee's current salary. If there is no equal or above step, the employee will continue to receive their current salary minus ten percent (10%) of the difference between their current wage rate and the wage step closest to the employees current rate of pay. Six (6) months after being placed in the new position, the difference will be reduced by another ten percent (10%). Ten percent reductions will continue every six months until the difference between the employee's current rate and the wage scale rate is ten cents per hour (\$.10) or less at which time the employee will be paid the wage scale rate.
 - (c) An employee who is promoted shall be placed on the closest step above their current salary. When the closest step is equal to the employee's current salary the employee will be moved up one step.
- 7.05. Employees required to temporarily perform the total work function of another employee assigned to a higher pay scale will be paid the rate of the higher pay scale at their current step.
- 7.06 The Agency and the CWA agree to conduct a position review (following Board Policy 400.2) during the 2006-2007 time-frame with any modifications or changes to take place in the 2007-2008 contract period.
- 7.07 Employees will be paid longevity pay under the following guidelines. Determination of seniority is the list accepted by CWA in Spring 1998:

Starting July 1 of years 15-19	\$.20 per hour
Starting July 1 of years 20+	\$.30 per hour

ARTICLE 8
PROMOTIONS, JOB POSTINGS AND BIDDING

- 8.01 The Agency at its sole discretion may post a position internally. An internal posting is for three (3) working days and only existing employees who apply will be interviewed.
- 8.02 Posting: The job opening shall be posted on designated bulletin boards located at Agency facilities where it shall be visible to employees for a period of seven (7) work days. The Agency shall send a copy of all postings to the CWA chief steward. The posting shall list a general job description, the job classification, pay range and scheduled work hours. Employees who desire the job shall notify the Administrative Service Office in writing prior to the completion of the expiration of the posting. Internal postings shall be for three work days.
- 8.03 Selection: The Agency shall have sole discretion in filling any new jobs or posted positions based upon the applicant's qualifications and ability to perform the work. All current employees who meet the posted requirement shall be interviewed. In the event that a current agency employee is not selected to fill the position, the Agency shall notify the employee in writing. Nothing contained in this position shall prevent the Agency from offering the vacancy to a new employee. In the event that no employees apply who are substantially qualified, the Agency may offer the job to any employee it deems qualified or hire a new employee. If more than one (1) employee applies for the same position, then if each employee is deemed by the Administrator to be equally qualified, the employee with the greatest seniority shall receive the appointment.
- 8.04 An employee not selected for a posted position shall upon request, be informed in writing of the reason(s) for not being selected within ten (10) working days of the request. This section is not subject to the grievance procedure.
- 8.05 Trial Period: An employee who is transferred to a posted position under the job bidding provision herein, shall serve a trial period of twenty (20) days of actual work. Said period may be extended by the mutual agreement of the Agency and the employee.
- 8.06 During the trial period, the Agency, based upon the employee's performance, shall have the right to determine whether the employee is qualified for the job. Should the employee fail to qualify, she/he shall be returned to her/his classification or job or one which is substantially equivalent. Employees who fail to qualify for a new job shall not be allowed to rebid for another position within six (6) months of the termination of their trial period.

ARTICLE 9
UNION RIGHTS

- 9.01 Use of Facilities: The Board agrees that the CWA may have the use of Agency facilities at reasonable times and places for authorized Association activities. The CWA shall

make prior reservations for the use of facilities and all such meetings shall be held during the non-working hours and in a manner that will not disrupt the Agency's program of service and instruction.

- 9.02 Use of Equipment and Supplies: The Board agrees that the CWA may have the use of that Agency equipment which is designated by the Administrator or his designee by mutual agreement of the parties. CWA may also use designated Agency supplies. In return, CWA agrees to keep and forward to the Director of Administrative Services a complete and accurate record of all supplies and pay for the reasonable cost thereof.
- 9.03 CWA Communication: The Board agrees to provide CWA use of a bulletin board in designated locations at all Agency facilities. Said bulletin board shall be used for posting notices authorized by CWA and relating to legitimate association business, excluding announcements of a political nature.
- 9.04 The Board further agrees that the CWA shall have the use of Agency mail services and employee mail boxes to distribute authorized written information concerning membership, CWA elections, recreational activities, collective bargaining and grievance processing excluding announcements of a political nature. The Administrator or his designee shall receive a copy of said information prior to its dissemination.
- (a) Access to Members: Authorized representatives of CWA or affiliated organizations shall have access to CWA members on Agency premises during non-working hours and/or times which do not disrupt the Agency's programs of services and instruction for the conduct of CWA business.
 - (b) Dues Deduction: Upon receipt of a properly executed written authorization from an employee, the Board shall make semi-monthly union dues deductions during the term of this Agreement, or until such authorization is revoked by giving thirty (30) days written notice to both the CWA Chief Steward and the Board, in an amount which conforms with the Constitution and By-Laws of the Union. The Board shall remit such deductions in the succeeding month to the person designated by the Union in writing to receive the same, except that the Board shall not be obligated to make such deductions in any month where the employee's net wage payment due does not exceed the amount of dues to be deducted.
 - (c) The authorization provided for by this Article shall conform to all applicable federal and state laws. The union shall notify the Board in writing of the amount of the regular monthly membership dues to be deducted. The Union shall refund to the Board or to the employee any dues which may be deducted erroneously or any monies which may be remitted erroneously to the Union.
 - (d) The Union agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims, suits, orders, judgments, costs or other forms of liability resulting from any action taken or not taken by the Board arising out of the application of the provisions of this Article.

ARTICLE 10
PAYROLL DEDUCTION

- 10.01 Deduction: The Agency shall provide for all employees covered by this Agreement payroll deduction for the Scott Schools Credit Union and the Alliance Credit Union, United Way, Savings Bonds, Dependent Life and Make-A-Wish. Employees desiring to enroll in this program shall provide the Administrative Service Office with the appropriate written authorization prior to the thirtieth (30th) of the month preceding the first deduction.

ARTICLE 11
HOURS OF WORK AND OVERTIME

- 11.01 This Article is intended to set forth the normal workweek, but shall not be construed as a guarantee of any amount of work per day or per week, or as a limitation of hours of work per day or per week.
- 11.02 The normal workweek shall consist of forty (40) hours per week, Sunday through Saturday.
- 11.03 The normal workday shall be 7:30 a.m. to 4:30 p.m. including sixty (60) minutes unpaid lunch period. Each employee shall have a fifteen (15) minute paid break for each four (4) hour work shift.
- 11.04 All work performed in excess of forty (40) hours per week shall be paid for at one and one-half (1 ½) times the employee's regular hourly rate. An employee scheduled to work overtime shall have the prior approval of their immediate supervisor or Division Director. In the event that an inadequate number of employees volunteer to work overtime, the immediate Supervisor or Division Director may require the performance of said overtime. For the purpose of this paragraph, vacation, holiday and paid time off days shall not be considered as being within the forty (40) hour workweek for purposes of overtime computation.
- 11.05 An employee will be allowed compensatory time off at time and one-half (1 ½) the hours worked in lieu of overtime. The use of all compensatory time shall be approved and scheduled within the sole discretion of the immediate supervisor or department head. Compensatory time is to be utilized during the contract year. Schedules will not be changed to avoid the payment of overtime after overtime has been worked.
- 11.06 An employee may be scheduled to work four (4) ten-hour days in any one workweek period if mutually agreed upon by Division Director and the employee.
- 11.07 Shift Premium: A premium of twenty cents (\$.20) per hour shall be paid for all scheduled hours worked between 5:00 p.m. and 7:00 a.m. Employees who perform one-half (1/2) of their regularly scheduled work between the hours 5:00 p.m. and 7:00 a.m. shall be paid

the shift premium for all hours worked. A premium of twenty cents (\$.20) per hour shall be paid for all scheduled hours worked on Saturday, Sunday and all days the agency is normally closed. Shift premium shall not apply when scheduled hours are flexed at an employee's request.

11.08 Access differential: Employee(s) assigned to regularly carry a pager, cell phone or other access device in order to be reached promptly outside normal work hours, shall receive a differential of 10% of their straight time hourly rate per day including vacation and holidays. All other employees required to carry such devices will be paid the premium for each day they are required to carry the device.

11.09 Call to work: When an employee is called to work during non-scheduled hours due to an emergency or unplanned event, the employee shall receive a minimum of two hours pay at the overtime rate. If the employee is called to work before the start of the employee's scheduled shift and continues to work all or part of the scheduled shift, the minimum 2 hour payment shall not apply.

ARTICLE 12 INSURANCE

12.01 All full-time employees shall receive the following benefits upon written application in the form prescribed by the Administrator:

- (a) Health Insurance: The Agency agrees to pay 100% of the cost of a single premium. Coverage will meet those insurance programs presently in effect subject to subsection (d) below.
- (b) Cafeteria Plan: The Agency agrees to contribute the difference between single and dependent health to a cafeteria plan to be used to purchase dependent health or as the employee chooses. The Agency agrees to put the cost of single dental in a cafeteria plan for the employee to purchase single dental or as the employee chooses.
- (c) Group Term Life Insurance: (\$50,000) and group disability insurance (LTD) as adopted annually by the Board. Coverage will meet those insurance programs presently in effect, subject to subsection (d) below.
- (d) The selection of insurance carriers shall be determined by the Board. The Board agrees to use its best effort to obtain and maintain coverages substantially equivalent to those required under (a), (b) and (c) above. It shall not be a breach of this Agreement if the Board is unable to obtain or maintain any such coverages because of policy cancellations or non-renewals or subsequent inability to obtain new coverage.

ARTICLE 13 BULLETIN BOARD

13.01 The Agency will maintain a bulletin board at each permanent worksite. Both the Agency and the Union may use the bulletin boards to provide necessary notices to the employees,

but the bulletin boards will not be used for political purposes, propaganda or for any misstatements or for any purpose that will in any way be injurious to the Agency and/or its employees.

ARTICLE 14 LEAVES AND ABSENCES

14.01 Paid Time Office (PTO)

- (a) All employees who work more than 200 days shall be eligible for 16 days of paid time off (PTO) each year. Those working 200 or less shall be eligible for 15 days. These days may be used one half (1/2) hour at a time. Part-time shall receive a pro-rata share.
- (b) PTO may be taken at the discretion of the employee subject to completion of the timesheet. PTO cannot be carried into the next work year. Unused PTO will go to the individual's severance bank until the severance bank limit is reached. After the severance limit is reached, unused PTO will be lost.
- (c) Access to the leave bank and critical/continuous will remain unchanged.

14.02 Continuous Illness Leave

- (a) All employees will be covered with appropriate paid leave for continuous illness or injury (certified by the employee's physician) until the employee is eligible for disability. Each employee who is denied disability coverage is eligible for continuous medical leave.
- (b) Continuous leave is available for up to the total number of days of the employee's notice of condition days in place at the time of the illness or injury. Continuous leave may extend into the next work year. An employee's eligibility for continuous medical leave ends when a physician certifies that the employee is able to return to work without conditions. The first five (5) days of absence are deducted from the employee's PTO leave.
- (c) The Agency may refer employee requests for continuous leave to an independent medical review. The employee shall submit all necessary medical records to the medical reviewer. Failure to provide necessary records within thirty (30) days of the request will nullify the request. The Agency will pay the cost of the medical review.

14.03 Chronic Illness Leave

- (a) All employees will be covered with paid leave for chronic illness certified by the employee's physician. The Agency may refer employee requests for chronic leave to an independent medical review. The employee shall submit all necessary

records to the medical reviewer. Failure to provide necessary records within thirty (30) days of the request will nullify the request. The Agency will pay the cost of the medical review. When an employee must be absent due to a chronic illness, the following steps will be taken:

1. The employee must exhaust all Paid Time Off (PTO) each year (excluding vacation leave)
2. The employee can then apply to the leave bank for 5 days each year
3. Then the employee can use 12.5% of their notice of condition days for chronic illness each year (this is provided by the Agency)
4. The maximum number of days of continuous illness that can be used for a chronic illness is based number of notice of condition days. This lifetime maximum continuous illness days will renew every 10 years counting after the last chronic day used.

14.04 Leave Bank

- (a) Each employee shall contribute to a leave bank to be drawn upon if paid time off leave days are exhausted. Each staff member covered by this contract shall contribute one (1) day (or pro-rata if part time) of paid time off leave to the leave bank up to a total of 180 accumulated days in the leave bank.
- (b) The bank shall be directed by the following committee appointed by the appropriate persons – 3 CWA members, 2 Administrative Staff. Committee leadership and operating policies shall be decided by the committee. The committee shall meet at least quarterly and publish minutes. The maximum accumulation in the leave bank is 180 days.

14.05 Maternity/Disability, Parent and Family Care Leave

- (a) Maternity/Disability Leave: Maternity/disability leave shall be granted for the number of days certified by the physician after 5 days of employee paid leave is used.
- (b) Parent Leave: Parent leave for legally natural or legally adoptive mother and father shall be granted not to exceed 30 days. Any leave granted shall be shared between the employee and the Agency, e.g. if the employee uses a stated number of paid leave days the Agency shall match that number up to 15. This leave must be consecutive and commence immediately following the birth or assumption of custody of the child.
- (c) Family Care Leave: In the event an employee must be absent to care for an ill or injured family member, the following steps will be taken:
 1. The employee must exhaust all Paid Time Off (PTO)
 2. The employee can then apply to the leave bank for 5 days
 3. The employee can apply for additional days from the leave bank for up to 12.5% of their notice of condition days per occurrence, subject to Leave Bank Committee approval

14.06 Unpaid Leave

- (a) Unpaid Leave: Employees may be granted up to six (6) calendar days in any one contract year. An employee who desires to take such leave shall get prior approval of their immediate supervisor and/or Division Director. In the event of scheduling conflicts and/or business necessity, the immediate supervisor and/or Division Director may deny use of unpaid leave. Unpaid leave may extend beyond six (6) calendar days with prior approval of the Administrator. Insurance premiums will be paid by employees who are in an unpaid leave status past a grace period of six (6) days. Insurance premiums will not be paid by the Agency for employees who are in an unpaid leave status. A grace period of six (6) continuous working days will be granted before employees are charged for their insurance benefits. Said unpaid leave shall be taken in half (1/2) hour increments. In the event the extended unpaid leave is granted in compliance with the Family and Medical Leave Act of 1993, the Agency will continue group health benefits on the same basis as was in place prior to the leave.

14.07 Severance:

- (a) Current employees who had accumulated sick leave prior to implementation of the 93-94 leave policy will be compensated for those days by crediting additional days to their severance pay bank. Employees will receive severance days in the ratio of 1 for every 10 days of sick leave they had accumulated past the 90 day minimum (e.g., if the employee had accumulated 100 days, he/she would receive 1 severance day). These days are beyond the 50 that may be accumulated through the leave policy.
- (b) The CWA shall place \$7,500.00 of their salary settlement into a "severance fund" for each year until the amount of money in the fund equals the financial liability of the accumulated days. The Agency will annually contribute an amount equal to 1/4 of the CWA severance contribution to the severance fund.
- (c) The Agency will never pay out more than the total accumulation in the severance fund in any one fund year. All pay outs will be at the end of the fiscal year.
- (d) In the event of "permissive" language ruling on severance, a pay out of the existing severance fund will be made according to this formula:
(Total accumulated days ÷ amount of money in severance fund =
per day. Per day accumulated "x" days in each individual
accumulation = individual payment).
- (e) Severance days accumulated in 1994-95 and 1995-96 will be carried forward.

- (f) Severance Pay-out Provision: Percentage of pay out is determined by the years of experience in the respective group(s). Money stays in the fund of the group in which it was accumulated. Pay out will be determined by the individual's last per diem in that group. Pay out from each group will be as follows:

1 year	=	5%
2 years	=	10%
3 years	=	15%
4 years	=	20%
5-9 years	=	25%
10-14 years	=	50%
15-19 years	=	75%
20+ years	=	100%

(as determined by the fiscal year rather than the calendar year)

“prorated based on days worked of contract in leaving year”.

14.08 Jury Duty:

- (a) Full time employees who are required to report for or serve jury duty on any scheduled work day, shall be paid a full workday's pay for each such day, not to exceed sixty (60) days in any work year, less any remuneration received by the employee for jury service, provided the employee has given the Agency prior notice that he or she has been summoned for jury duty and provided the employee furnishes, if requested, satisfactory evidence that jury service was actually performed on the days for which he or she claims payment. Remuneration received by the employee shall be immediately returned to the agency.
- (b) When an employee is excused from jury service, either temporarily or permanently on any scheduled workday, the employee shall promptly report to his or her immediate supervisor and shall complete any remaining hours of their scheduled workday if required.

14.09 Military Leave: Employees who are in the military reserve corps and are ordered to temporary active duty will be granted leave without pay. Those entering military service are granted leave of absence in conformity with federal and state regulations.

14.10 Union Leave: Up to six (6) days of paid leave per contract year may be granted to officers of the CWA or their designated representative to attend conferences, conventions or other activities of the CWA or for the purpose of transacting business by the officers. Notice of the usage of such leave shall be given to the Supervisor at least ten (10) days in advance.

ARTICLE 15
HOLIDAYS

- 15.01 The Agency shall provide the following eight (8) paid holidays for full-time twelve-month employees: Labor Day, Memorial Day, Thanksgiving, Friday after Thanksgiving, Christmas, Good Friday, July 4th and New Year's Day.
- 15.02 The Agency shall provide the following seven (7) paid holidays for full-time ten-month employees: Labor Day, Memorial Day, Christmas, Thanksgiving, Friday after Thanksgiving, Good Friday and New Year's Day.
- 15.03 The Agency shall provide the following paid holidays for part-time employees: Thanksgiving and Christmas. The holidays will be a pro-rata share of holiday leave available for full-time employees based upon the rate of the employee's schedule per hour compared to a normal full-time work week.
- 15.04 Employees called into work on a recognized holiday, shall receive the overtime rate of pay for all hours worked in addition to the holiday pay.
- 15.05 When the Agency is closed due to an emergency, employees who are required to remain at work or are called into work, will be paid overtime for the hours worked during the emergency closing.
- 15.06 Employees who are scheduled to work on closed days, are paid their regular rate of pay. After asking for volunteers, the employer retains the right to assign employees to work during time when the Agency is closed.

ARTICLE 16
VACATIONS

- 16.01 Vacations with pay will be granted to twelve month employees based upon the following schedule. Persons working a minimum of four (4) hours per day shall earn a pro rata share of vacation available to full-time twelve month employees.

Years of Service	Vacation Days
0 – 2 years	5
3 - 5 years	10
6 - 14 years	15
15 – years and up	20

- 16.02 When an employee begins work at the Agency, he/she will be credited with a pro rata share of five (5) days of vacation from his/her starting date to the following July 1.
- 16.03 On July 1 following the date of employment, the employee will be credited with five (5) days of vacation. An employee working any portion of the year shall be credited for a full year for movement on the vacation schedule.

- 16.04 All vacations will be credited on July 1 for the following twelve months.
- 16.05 The Agency reserves the right to limit the number of persons from any one department or classification that can be scheduled off at the same time.
- 16.06 If any employee would change (either voluntarily or involuntarily) from a ten (10) month permanent employee to a twelve (12) month permanent employee, their seniority/anniversary date would be used to determine the number of years the employee has been employed for the paid vacation schedule.
- 16.07 Vacation must be used in the twelve month period in which it is credited, except that up to ten (10) days may be carried into the next contract year.

ARTICLE 17 SENIORITY

- 17.01 Definition: Seniority is a full-time employee's right of preference with respect to layoff, recall to work from layoff and vacation.
- (a) The date on which the employee starts to work at the Agency in the last period of continuous employment shall be his/her seniority/anniversary date.
 - (b)
 - 1. When two (2) or more employees have the same date of seniority/anniversary, the date of their signing of their first work agreement of continuous employment shall determine seniority.
 - 2. When two (2) or more employees have the same date of work agreement signing seniority, their seniority shall be determined by a flip of a coin.
 - (c) Full or part time employment shall not be a factor in determining seniority/anniversary.
- 17.02 Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:
- (a) Quits or retires;
 - (b) Is discharged;
 - (c) Is absent from work for three (3) consecutive working days without notification to the Agency without reasonable explanation;
 - (d) Fails to advise the Agency of intent to return to work within three (3) days after receiving a notice of recall from layoff directed to his last known address;
 - (e) Fails to return to work within ten (10) working days after notifying the Agency of intent to work after receipt of a notice of recall from layoff;
 - (f) Fails to report for work at the termination of a leave of absence or an extension thereof.
- 17.03 Probationary Period: All new employees shall be considered probationary employees until they have completed ninety (90) calendar days after which their seniority shall date back to their most recent date of hire. Said period may be extended an additional thirty

(30) calendar days by the mutual agreement by the Agency and employee. The Agency shall be the sole and exclusive judge of a probationary employee's qualifications and ability and shall be the sole and exclusive judge in deciding whether to continue such an employee's employment. The layoff, transfer, disciplinary action or discharge of any employee during such probationary period may not constitute a grievance or be subject to arbitration under the terms of this Agreement. The union will be notified if probation is extended.

ARTICLE 18 TEMPORARY REDUCTION AND BUMPING

- 18.01 Temporary Layoff: It is understood and agreed that while the other paragraphs refer to permanent or indefinite layoffs, this shall not restrict the Agency from laying off a person, or an entire classification or entire Division on a temporary basis for a period not to exceed sixty (60) working days, because of breakdown, shortages in inventories, acts of God, civil disorder, labor disturbances, or other non-deliberate acts over which the Agency has no control. During this period, the employees involved shall have no right to exercise their seniority. (Clauses 18.02 – 18.10 do not apply to Clause 18.01).
- 18.02 Reductions/bumping shall be on an AEA area basis only. There will be no separate division for this purpose.
- 18.03 Positions to be reduced or eliminated will be determined solely by Mississippi Bend Area Education Agency with notice given to CWA prior to public announcements. Reduction/bumping shall be based upon seniority with temporary employees being reduced/eliminated prior to regular employees.
- 18.04 Employees will be listed by seniority, number of hours per week, and work location. Employees in positions being reduced or eliminated may bump a less senior employee in an equal or lower pay scale.
- 18.05 Employees in the positions being reduced or eliminated and employees who could be impacted by bumping will be notified by Mississippi Bend Area Education Agency.
- 18.06 Within 5 working days of such notice, all impacted employees will fill out an interest form to notify Mississippi Bend Area Education Agency, in writing, of the positions they have the seniority to claim and desire to bump. Jobs and locations should be listed in order of preference. After collecting all forms the Agency will slot affected employees by seniority into their highest preference job available. There is no limit on the number of positions an employee may identify. For example, an employee who is willing to accept an available job with no preference to work location or hours may identify all. Employees who would rather be laid off than accept another position would list only their own position. Working days would be defined as days when the Agency is officially open.

- 18.07 There is no guarantee of the same number of working hours. An employee who bumps another person will be expected to work the number of hours of the job. Fringe benefits may change depending on the number of hours worked.
- 18.08 Employees should read the current job description prior to listing a job in their preference list to verify they have or could readily attain the required skills. An employee claiming another position through the bumping procedure will have 20 days to meet the competencies for the position. If competencies are not met with 20 days the employee will be laid off. Job performance concerns for an employee claiming another position within their same job title will be handled according to Appendix C.
- 18.09 Recall: Laid off employees shall be called in the reverse order of layoff to an equal or lesser pay scale.
- 18.10 Reduced Workweek: Notwithstanding any of the other provisions of this Article, the Agency shall have the right to reduce the work week for a department or departments or a segment of a department rather than lay off employees in accordance with seniority.
- 18.11 Pay treatment for employees who accept another position within the Agency due to a reduction or bump shall be handled in accordance to Article 7, Section 7.04 (b).
- 18.12 The "work year" shall begin July 1 and end on June 30.
- 18.13 Loss of Seniority: Refer to Article 17, 17.02 Master Contract.

ARTICLE 19 EVALUATION PROCEDURES

- 19.01 Definition: "Evaluation Procedures" shall mean a process of reviewing or appraising the work performance of an employee.
- 19.02 Evaluation Instrument and Process Notification: The appropriate supervisor will provide the employee with a copy of the evaluation form to be used and describe the evaluation process by September 15 or within 15 days of hire.
- 19.03 Timing of Evaluation: Within 5 days after receipt of the evaluation, the supervisor or employee may schedule a conference. The employee has 10 days after receipt of the evaluation to respond in writing and have that document attached to the evaluation form to be filed in the employee's personnel file.
- 19.04 Frequency of Evaluations: Probationary employees shall be evaluated near the end of the 90 calendar days probationary period to determine if their performance meets Agency standards for employment. All employees beyond probationary status shall be evaluated at least annually or upon request of the employees.

- 19.05 Evaluation Grievance: Unsatisfactory Performance Appraisals for non-probationary staff after July 1, 1992, are subject to the Grievance Procedure as contained in this contract.
- 19.06 Procedures for Addressing Concerns about Job Performance: The Mississippi Bend Area Education Agency believes that employees should be given an opportunity to improve their respective job performance and that the Agency should support such efforts. It is contained in Article 21.
- 19.07 IGP – Individual Growth Plan is available to all non-probationary staff as an alternative to the formal evaluation procedure. It is contained in Article 21.

ARTICLE 20 GRIEVANCE PROCEDURE

20.01 Definitions

For purposes of this Agreement, a grievance is a dispute between any employee or group of employees and/or the Union covered by this Agreement and the Board involving the meaning, interpretation or application of any provisions of this Agreement.

20.02 General Procedures

- (a) Every employee and/or the Union shall have the right to present grievances, in accordance with these procedures. The failure of an employee and/or the Union to act on any grievance within the prescribed time limits shall constitute a bar to any further appeal to the next step, and an Administrator's failure to render a decision within the time limit shall permit a grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement of the parties.
- (b) In the event that one or more grievances are filed relating to the same Article(s) and/or Section(s) of the Agreement as an open grievance, the Administrator shall have the right to suspend the procedures until the grievance first filed is processed to conclusion. The time limits shall be suspended at such time as the Administrator exercises this right, and shall resume upon final resolution of the grievance with respect to which the suspension of procedures was initiated.
- (c) In the event that more than one employee desires to file a grievance related to the same issue they and/or the Union may file a consolidated grievance. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee and/or the Union shall be conducted in such a manner as to result in no interference with or interruption whatsoever of the normal work activities of the grieving employee or the administrative staff.
- (d) All meetings shall be scheduled at a mutually agreed upon time. Both parties may independently select a representative and/or representatives to attend said meetings.
- (e) All meetings and hearings under this procedure shall be conducted in private and shall include only the grievant and/or the Union representatives, appropriate

representatives of the administration, designated note takers and witnesses called by either party.

- (f) All documents, communications and records dealing with processing of a grievance shall be filed separately from personnel files of the participants.
- (g) If a grievance is filed prior to the end of the contract term, it will be processed under the terms of this Article even though the contract expires prior to the time the grievance is settled or submitted to binding arbitration.
- (h) All settlements related to the grievance procedure shall be transcribed and issued to the Union within 7 days of the settlement. Grievances resolved informally or at the first step, shall be non-precedential. The Union, employees and employer shall not refer to any settlement resolved formally or at the first step in any future negotiations or settlement discussion.
- (i) For the purpose of this article, all days are considered work days (when Agency is open.)

20.03. Grievances Shall Be Adjusted In The Following Manner

Informal Step: It is the intent of both parties that issues of conflict and/or concern attempt to be resolved informally prior to the grievance procedure. The informal step is not a required step in the procedure. But if used, will occur no later than fourteen (14) days following the act or condition giving rise to the grievance. Either party may request the assistance of a mediator at the informal step of the grievance procedure. Any costs will be shared equally by the parties. If the issue cannot be resolved informally with the immediate supervisor, the employee and/or the Union may begin the formal grievance process.

Step 1. Within fourteen (14) days of the act or condition which gives rise to a grievance or within seven (7) days of the last informal meeting, the grievant shall submit the written grievance to Administrative Services. (Complete Section A of Form 1)

Administrative Services shall notify the immediate supervisor who shall schedule a meeting with the grievant and/or the Union within seven (7) days of receiving such notification to attempt to resolve the grievance. (Step 1B)

The immediate supervisor shall have seven (7) days from the date of the meeting to offer a written resolution and provide a copy to the grievant, the Union and Administrative Services. (Complete Section B and C of the Step 1 form)

Within seven (7) days of receiving the proposed resolution the grievant and/or the Union will provide Administrative Services a written accept, reject or appeal the grievance resolution. (Complete Section D of the Step 1 form and submit Step 1 to Administrative Services).

If the resolution is appealed the Director of Administrative Services will send a copy of the grievance to the appropriate Division Director. (Step 1 and Step 2)

Step 2: Within seven (7) days following receipt of the grievance, the employee and/or the Union shall meet with the Division Director. (Step 2 form)

Within seven (7) days of this meeting the Division Director will offer a written resolution and provide copies to the grievant, the Union and Administrative Services. (Complete Sections A and B of Form 2)

Within seven (7) days of receipt of the resolution the grievant and/or the Union will provide Administrative Services with a written accept, reject or appeal of the grievance resolution.

Upon receipt of Step 2 form, the grievant shall complete Section C of the Step 2 form and return the form to Administrative Services.

Step 3: A grievance appealed at Step 2 will be sent to Administrative Services to the Chief Administrator.

Within seven (7) days of the receipt of Step 3, the Chief Administrator shall meet with the grievant, and/or the Union, the Division Director and others as required by the Chief Administrator to hear the grievance.

Within seven (7) days following the meeting, the Chief Administrator will offer a written resolution to the grievant, Union and others as appropriate. (Sections A and B of Form 3).

Within fifteen (15) days of receipt of the proposed resolution, the Union will accept, reject or appeal to arbitration. Only the Union has the authority to appeal a grievance to arbitration.

Step 4: Arbitration

Within seven (7) contract days of the receipt of the notice of appeal to arbitration, the parties will jointly request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators.

The Union shall strike first.

The parties will alternatively strike one name at a time from the panel until only one name shall remain.

The remaining name shall be designated as the arbitrator. The decision of the arbitrator shall be binding upon the parties

- 20.04 The costs for the services of the arbitrator shall be borne equally the parties. Any other expenses shall be the responsibility of the party incurring the same.

- 20.05 The jurisdiction of the arbitrator shall be limited to determining questions involving the interpretation or application of the terms of this Agreement which are subject to the grievance and the arbitrator shall have no authority to add to, subtract from, change, nullify, ignore or modify any of the terms of this Agreement.

ARTICLE 21
DISCIPLINE AND JOB PERFORMANCE

- 21.01 Employee Discipline: The Agency, in directing the working force, may exercise its right to invoke disciplinary measures, subject to the terms and conditions of this Agreement. Disciplinary measures include verbal warning, written warning, suspension and discharge. Employee discipline using Board Policy 400.7 is subject to the grievance procedure.
- 21.02 Procedures for Addressing Concerns about Job Performance. The Mississippi Bend Area Education Agency believes that employees should be given an opportunity to improve their respective job performance and that the Agency should support such efforts.

It is recognized that the performance of the employee is related to the system in which the employee works; as a result, each attempt to assist an employee as prescribed by the accompanying regulation shall include the consideration of the effect of the system(s) on the performance of the employee.

There is a mutual responsibility between an immediate supervisor and employee for growth, professionalism, and continued competency of the employee. The responsibility for demonstrating adequate job performance and professional conduct rests with the employee, while the responsibility to provide opportunities for the employee to acquire new skills or refine existing skills rests with the Agency. Joint efforts for improving employee performance should be positive and solution-focused.

This procedure does not prevent the immediate termination of an employee for issues related to professional conduct at any time in accordance Board Policy. Informal resolution, formal warning and written notice are subject to the grievance procedure.

Job performance includes issues related to competency (knowledge, skills and/or application of each) necessary to perform adequately.

For issues related to job performance, the employee shall receive assistance through the following in sequence until job performance issues are resolved or termination occurs:

Informal Resolution
Formal Warning
Written Notice
Termination

If an immediate supervisor has concerns about an employee's job performance the immediate supervisor shall conduct a timely investigation and if concerns remain address them through Informal Resolution as described below.

Informal Resolution

The immediate supervisor meets with the employee to address the employee's unacceptable job performance. An informal plan to address the concerns may be developed if the immediate supervisor and employee believe it would be helpful. The immediate supervisor and employee may decide to write the plan. If a plan is written, it shall not be placed in the employee's personnel file. There is no record of the Informal Resolution in the employee's personnel file.

If Informal Resolution is not successful in resolving the concerns then a Formal Warning shall be given to the employee as described below.

Formal Warning

1. The immediate supervisor and employee jointly develop a plan to address the concerns. The plan shall include the following:
 - a. Description by the immediate supervisor of the unacceptable performance, dates and the fact that a formal warning has been given.
 - b. Description by the immediate supervisor of acceptable performance.
 - c. Opportunities/activities for growth suggested by the immediate supervisor and/or employee.
 - d. Any (none through all) opportunities/activities listed in letter c. that the employee elects to pursue.
 - e. Any Agency resources committed by the immediate supervisor to support opportunities/activities for growth selected by the employee from c.
2. The immediate supervisor shall send the employee a written copy of the Formal Warning.
3. The immediate supervisor shall place a written copy of the Formal Warning in the employee's personnel file and the employee may provide a written response that will be attached to the Formal Warning.

4. The certified bargaining unit chief steward shall receive a written notice that a Formal Warning has been made. The grievance procedure timeline will begin the date such notice is received.
5. The employee shall have a maximum of 90 days to satisfactorily address concerns through the Formal Warning process.

If concerns are not satisfactorily addressed through the Formal Warning Procedures, the employee shall receive a Written Warning as described below.

Written Notice

1. The immediate supervisor shall present a plan to the employee developed with employee input to address the unacceptable performance. The plan will include the following:
 - a. A description by the immediate supervisor of the unacceptable performance, dates and the fact that a Written Notice has been given.
 - b. A description by the immediate supervisor of acceptable performance.
 - c. A summary of any previous warnings or notices.
 - d. A statement that if significant improvement is not made within a given time period, then further formal action will follow.
 - e. Opportunities/activities for growth suggested by the immediate supervisor and/or employee.
 - f. Any (none through all) opportunities/activities listed in letter e. that the employee elects to pursue.
 - g. Any Agency resources committed by the immediate supervisor to support opportunities/activities for growth selected by the employee from e.
2. The immediate supervisor shall send the employee a copy of the Written Notice.
3. The immediate supervisor shall place a copy of the Written Notice in the employee's personnel file and the employee may provide a written response that will be attached to the Written Notice.
4. The certified bargaining unit chief steward shall receive notice that a Written Notice has been placed in an employee's personnel file. The grievance procedure timeline will begin the date such notice is received.
5. The employee shall have a maximum of 90 days to satisfactorily address concerns through the Written Notice process.

Termination

Termination will be in accordance with Mississippi Bend Area Education Agency Board Policy. Cause for Termination covered under the Master Contract with CWA will be subject to the grievance procedure. Cause for Termination not covered under the contract will be subject to Board Policy 400.7.

21.03 The Individual Growth Plan (IGP) Beliefs

1. All employees are eligible to participate in the plan.
2. All employees wish to work toward continuous professional and personal growth.
3. All employees are capable of making an objective assessment of their performance.
4. All employees have or are willing to develop trusting relationships.
5. Professional growth is enhanced through cooperative networking and sharing.
6. Risk taking is the cornerstone of professional growth in a safe and secure environment.

STEPS IN THE INDIVIDUAL GROWTH PLAN PROCESS

STEP 1: Selection of growth plan participants

After the completion of the probationary period immediate supervisors will review the performance of probationary employees under their supervision to determine whether they meet the minimum competencies established for their job classifications.

The probationary period is defined as the first three consecutive work years for all licensed positions, the first 90 days of continuous employment for all non-licensed positions, or the inclusive period of time assigned by a supervisor to an employee who needs to meet the minimum requirements of the job.

The following specific job competencies are developed by those working in each job classification. The job competencies for all Agency employees address the following commitment statements.

- Treat all customers with dignity and respect
- Work collaboratively to meet the needs of the customer
- Create internal and external quality communication networks
- Provide quality programs and services equitably
- Continuous personal and professional growth
- Promote a supportive work environment
- Assertive leadership

The specific job competencies under each of these commitment statements are listed on separate competency forms for each job classification.

Following the review of the employee's job performance in all of the competency areas, the immediate supervisor makes a summative determination regarding the employee's overall job performance. While an employee's performance may vary on individual competencies, eligibility for participation in an IGP is based on the immediate supervisor's overall review of the employee's job performance.

The immediate supervisor signs the competency form indicating that (1) "yes" the employee does meet minimal competency requirements and is eligible to develop and IGP or (2) "no" the employee does not meet minimal competency requirements and is not eligible to develop an IGP. The competency form is sent to the Administrative Services Office and is placed in the staff member's personnel folder. Those employees viewed as meeting minimal competencies will be given the opportunity to develop an IGP for the following year.

In May of each year, the Administrative Services Office will notify employees in writing of their IGP eligibility status and will provide them with a copy of the competency form signed by their immediate supervisors.

For employees who are considered eligible for the IGP: all eligible employees are requested to notify the Administrative Services Office as to whether they plan to develop and IGP for the following school year. On a form provided by the Administrative Services Office at the time they are notified of the IGP eligibility status, employees are asked to choose one of the following options:

- If they are scheduled to be evaluated during the school year, they may choose to begin using the IGP immediately.
- They may choose to participate in the IGP beginning at the time of their next scheduled evaluation.
- They may choose to be evaluated according to the existing evaluation procedure.

If employees choose the first option above, they are to complete the Plan Documentation form (items 1-3), also provided by the Administrative Services Office, and return the white and yellow copies to the Administrative Services Office. They are to keep the pink copy of the Plan Documentation form for their use during the year. The Administrative Services Office will return the remaining copies of the Plan Documentation form to them for completion the following spring.

If employees choose the existing evaluation process, their supervisor will contact them regarding the procedures that will be used. If they select the IGP, the Administrative Services Office will inform their supervisor of that decision, so that the supervisor will not to use the existing evaluation system.

Once an employee chooses to develop an IGP, the individual is responsible for completing the remaining steps in the process. The immediate supervisor is available to offer guidance if requested by the employee. However, the employee is under no obligation to involve the immediate supervisor in the IGP process beyond determination of eligibility unless Agency support, described under Step 4, is needed.

For employees who are not considered eligible for the IGP: Employees who are determined by their immediate supervisor not to be eligible for the IGP will be evaluated using the existing evaluation procedures for their respective job classifications. Employees may use established grievance procedures to appeal that decision.

STEP 2: Self-analysis of professional skills and/or personal issues

Once employees have decided to develop an IGP, they will review their professional skills and/or personal issues for their impact on their job performance. While no specific format is provided for this analysis or for plan development, employees may want to consider the following questions:

- On which competency/competencies am I focusing?
- How do I expect to grow professionally/personally from my growth plan?
- How do I intend to accomplish my plan?
- What stages and/or deadlines do I need to consider in my growth plan?
- How do I intend to share my growth plan with my Plan Associate?

No specific format is provided for documentation of Steps 2 through 6. Employees should complete sufficient enough documentation to establish their growth area(s), to determine their progress on their IGP, and to complete final documentation.

STEP 3: Identification of growth area(s) related to the Agency's mission and goals

Following self analysis, employees identify one or more growth area(s) related to the Agency's mission and goals that they have chosen for the next IGP period.

STEP 4: Selection of activities, identification of Plan Associate, description of Agency support needed

Employees will select the activities to be initiated to accomplish the growth area(s) identified in Step 3. Selection of these activities is at the discretion of the employees.

The employees will then choose a Peer Associate, or the person who will assist them in the IGP process. The Plan Associate can be any regular (full-time or part-time) employee of the agency or can be an individual from outside the Agency who can provide the assistance/guidance needed during the IGP process.

When employees need Agency support, i.e., money, release time, or other resources, to complete their IGP, they will need to discuss these needs with their immediate supervisor and submit an appropriate Written Request when needed. If Agency funds are not available to support the IGP, the employee can choose to pursue the IGP at their own expense.

At this point, employees begin implementation of IGP activities. The IGP's beginning date is recorded on the employee's copy of the Plan Documentation form.

STEP 5: Monitoring and self assessment

The employee will be responsible for the collecting of data used to assess the growth plan. The type and amount of data collected will be dependent on the relevance to the growth area(s) selected. The Plan Associate will assist the employee in monitoring progress on the IGP activities. Dates that the employee and the Plan Associate meet to monitor the employee's progress will be documented on the employee's copy of the Plan Documentation form.

When the employee and the Plan Associate determine that the IGP has been completed, the date is recorded on the employee's copy of the Plan Documentation form.

STEP 6: Final written summary

A final written summary of the IGP activities is written by the employee and shared with the Plan Associate. This summary highlights the IGP activities and accomplishments. The final written summary is retained by the employee. Upon request of the employee, a copy of the written summary may be placed in the employee's personnel file.

STEP 7: Final documentation

In the spring of each year, the Administrative Services Office returns the white and yellow copies of the Plan Documentation form to the employee. Once the final written summary has been written, the employee makes certain that items 4 through 9 (including employee and Plan Associate signatures) are completed on all copies of the Plan Documentation form. The employee retains the yellow copy and returns the white copy to the Administrative Services Office.

Step 7 completes the IGP process for one year. Eligible employees, who choose to participate in the IGP process during the next year, begin the cycle again.

ARTICLE 22
EMPLOYEE EDUCATIONAL IMPROVEMENT

- 22.01 Employees may be reimbursed for reasonable expenses, including but not limited to registration fees, board, room and travel expenses, for attendance at approved conferences, workshops, inservice training, and advanced education which relate to the employee's work assignment, related field and/or the Agency's function in the community.
- 22.02 Approval for any and all of the aforementioned programs will be within the sole discretion of the Administrator and in a monetary amount to be established by him/her.
- 22.03 All employees are eligible for 1% money.

ARTICLE 23
DURATION AND NOTICES

23.01. Terms of Agreement

This agreement shall be in full force and effect commencing on 1 July 2006 and extending for three (3) years until 30 June 2009, at 1.4% over Mississippi Bend Area Education Agency's new money for each year on a rolling contract basis. This agreement has a flexible floor for 4.26% package increase for each of the three years. However, whenever Mississippi Bend Area Education Agency's new money is negative, that negative percentage shall be subtracted from 4.26%. The settlement each year shall be the higher of the ceiling of 1.4% over new money or the floor of 4.26% total package. At the end of any year of the contract, by mutual agreement a new three-year contract can be written. The length of the contract shall never exceed three years. If there is no agreement to execute a new three-year contract, the existing contract shall be allowed to expire.

- 23.02 Notices Under Agreement: Whenever under this agreement a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice is sent by certified mail and if sent by the board shall be addressed to the Union at:

CWA District 7
6200 Aurora Avenue
Suite 503E
Urbandale, Iowa 50322

and if by the Union, it shall be addressed to the Board at:

729 21st Street
Bettendorf, Iowa 52722-5096

- 23.03 Printing Agreement: Copies of this Agreement shall be prepared and printed by the Agency and the cost of preparation and printing shared equally by the Board and the CWA.

This agreement shall be presented to all classified staff members now employed or hereinafter employed. Additional copies shall be provided at cost.

ARTICLE 24 WAIVER AND ENTIRE AGREEMENT

- 24.01 Entire Agreement: This is the complete Agreement between the parties hereto, and to the extent of any conflict, this Agreement supersedes and cancels all previous agreements between the Board and the Union or any employee, unless expressly stated to the contrary herein.
- 24.02 Waiver: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any manner during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 24.03 Amendments: Any modifications or supplement to this Agreement to be effective must be reduced to writing and executed by proper representatives of each party.
- 24.04 Separability and Savings: If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified to the extent required by law.

ARTICLE 25
AGREEMENT

25.01 IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective representative on the 7th day of June 2006.

Communication Workers of
America

Mississippi Bend Area Education
Agency 9 Board of Directors

By: _____
Kay Pence, CWA Representative

By: _____
David Swim, President

Date: _____

Date: _____

By: _____
Francis Giunta, CWA Representative

Date: _____

By: _____
Judy Bickle, CWA Representative

Date: _____

APPENDIX A
GRIEVANCE REPORT
Step 1

A. _____
Grievant Immediate Supervisor

CWA Representative Date of Meeting

*Statement of Grievance (Article(s) & Section(s) of contract)

*Relief sought: _____

Grievant Signature Date

B. Meeting Date: _____ Participants: _____

C. *Resolution offered by immediate supervisor: _____

Immediate Supervisor Signature

Date

D. Grievant's response to resolution offered:

☐ accepts disposition

☐ rejects disposition

☐ appeal - proceed to Step 2

Grievant Signature and/or Union

Date

Form to be returned by grievant to Administrative Services within seven (7) contract days from receipt of the resolution by the immediate supervisor. If rejected a Step 2 form will be sent to the division director and immediate supervisor.

* Attach additional pages if needed.

Copies to: Grievant
Local CWA Representative
Immediate Supervisor
Division Director



GRIEVANCE REPORT Step 2

A. Date of Meeting: _____ Participants: _____

B. *Resolution offered by Division Director: _____

Division Director Signature

Date

C. Grievant's response to resolution offered:

- ☐ accepts disposition
- ☐ rejects disposition
- ☐ appeal – proceed to Step 3

Grievant Signature and/or Union

Date

Form to be returned by grievant to Administrative Services within seven (7) contract days from receipt of the resolution offered by the Division Director. If rejected a Step 3 form will be sent to the Chief Administrator and Division Director by Administrative Services

* Attach additional pages if needed.

Copies to: Grievant
Local CWA Representative
Immediate Supervisor
Division Director
Chief Administrator



GRIEVANCE REPORT Step 3

A. Date of Meeting: _____ Participants: _____

B. *Resolution offered by Chief Administrator: _____

Chief Administrator Signature

Date

C. Grievant's response to resolution offered:

- ☐ accepts disposition
☐ rejects disposition
☐ appeal – proceed to arbitration

Grievant Signature and/or Union

Date

Form to be returned by grievant person to Administrative Services within seven (7) contract days from receipt of the resolution offered by the Chief Administrator. If rejected and CWA decides within 15 days, CWA must submit a letter to the Chief Administrator stating its intent to arbitrate.

* Attach additional pages if needed.

Copies to: Grievant
Local CWA Representative
Immediate Supervisor
Division Director
Chief Administrator

Appendix B
CWA Job Titles and Pay Scales
2006-2007

Step	Scale 2	Scale 3	Scale 4	Scale 5	Scale 6	Scale 7	Scale 8
1	9.63	10.06	10.53	12.55	13.23	13.95	19.78
2	10.01	10.46	10.95	13.07	13.71	14.51	20.18
3	10.39	10.86	11.37	13.59	14.19	15.07	20.58
4	10.77	11.26	11.79	14.11	14.67	15.63	20.98
5	11.15	11.66	12.21	14.63	15.15	16.19	21.38
6	11.53	12.06	12.63	15.15	15.63	16.75	21.78
Longevity	11.91	12.46	13.05	15.67	16.11	17.31	22.18
		12.77					

Job Title	Pay Scale
Van Driver	2
Audiometrist	3
Communication Aide	3
Custodian	3
Media Clerk (10 month)	3
Media Clerk (12 month)	3
Paraeducator	3
File Clerk	4
Lead Custodian	4
Printer	4
Secretary	4
Secretary-Interpreter	4
Accounts Payable	5
Conference Center Assistant	5
Coordinator's Secretary	5
Information/Support Services Assistant	5
Maintenance and Groundskeeper	6
Conference Center Facilitator	6
Service Area Coordinator's Secretary	6
Data Management Specialist	7
Graphic Artist	7
Information Systems Support Technician	7
Payroll/Insurance Agent	7
Staff Development Specialist	7
COTA	8
Data Formatting Specialist	8
Network Technician	8
Student Accounting Consultant	8
Webmaster	8

Effective July 1, 2006, maximum wage credit for relevant experience shall be 1 year. A new hire with maximum wage credit may be placed on step 2 of the wage scale. After the wage scales are shortened to 5 steps, no wage credit shall be given. When it is necessary to give wage credit to a new employee and there is an existing employee with equivalent experience below step three on the pay scale, the existing employee will be given comparable wage credit, not to exceed step three.

Appendix C

Paraeducators as Substitutes


- Qualified employees (Certified Paraeducator Generalists with Iowa Substitute Authorization) who serve as a substitute teacher shall receive the Agency's substitute teacher's rate.
- Employees who assume substitute teacher duties will be granted leave time from their regular duties and said leave shall not detrimentally impact entitlement to fringe benefits under this collective bargaining agreement.
- Serving as a substitute teacher shall not be grounds for any adverse action in relation to attendance.
- Bargaining unit employees who serve as substitute teachers shall remain members of CWA bargaining unit and shall have return rights to their regular position.
- The Agency will first offer the opportunity to substitute to qualified unit members within the classroom on a rotating seniority basis.
- Employees so qualified may be allowed to perform these duties on a per period basis.
- The employees will dock themselves one hour of Paraeducator pay and in return provide the one-hour of service as a sub teacher and the Agency will remunerate them at the rate established for a substitute teacher broken into an hourly rate.
- The decision whether or not to use existing Certified Paraeducators as substitutes shall be within the sole discretion of the Agency.
- All financial charges for licensure by the State of Iowa are the responsibility of the individual employee.
- The certified teacher must be on leave status before any substitute pay will be given.

Reopener Clause

Either party to the agreement may reopen any part of the Master Contract or contract addendum between CWA and Mississippi Bend Area Education Agency at any time.

All items opened will utilize the Solution Focused Bargaining Council (SFBC). The existing contract or contract addendum will remain in full force while the reopened clause is negotiated. Changes in contracts or contract addendums require approval of both parties.

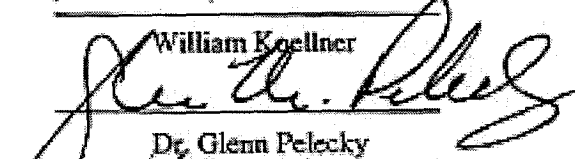

Midge Slater


Francis Guenther


Melisa Petersen



William Koellner



Dr. Glenn Pelecky


Thomas Wirtz